

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
Extension DIVISION

ALFRED D. HARVEY JR

(Enter above the full name of the Plaintiff[s]  
in this action.)

- VS -

1) PULASKI BANK STL

2) PRESIDENT W. THOMAS REEVES

3) CEO GARY DOUGLASS

4) CFO PAUL MILANO

5) PRES MORTGAGE LENDING MATTHEW LOCKE

(Enter above the full name of **ALL** Defendant[s] in this action. Fed. R. Civ. P. 10(a) requires that the caption of the complaint include the names of **all** the parties. Merely listing one party and "et al." is insufficient. Please attach additional sheets if necessary.)

Case No. \_\_\_\_\_  
(To be assigned by Clerk  
of District Court)

*Johny T. Mac*

**COMPLAINT**

I. State the grounds for filing this case is Federal Court (include federal statutes and/or U.S. Constitutional provisions, if you know them):

USC 42 SECTION 1983

II. Plaintiff, ALFRED D. HARVEY JR resides at

13345 BUCKLAND HALL ROAD, ST. LOUIS, ST. LOUIS,  
street address city county

MO, 63131, 314-576-2028.  
state zip code telephone number

(if more than one plaintiff, provide the same information for each plaintiff below)

III. Defendant, PULASKI BANK STL lives at, or its business is located at

12300 OLIVE BLVD, ST. LOUIS, ST. LOUIS,  
street address city county

MO, 63141.  
state zip code

(if more than one defendant, provide the same information for each defendant below)

- 1) PULASKI BANK STL
- 2) PRES W. THOMAS REEVES
- 3) CEO GARY DOUGLASS
- 4) CFO PAUL MILANO
- 5) PRES MORTGAGE LENDING MATTHEW LOCKE

- IV. Statement of claim (State as briefly as possible the facts of your case. Describe how each defendant is involved. You must state exactly what each defendant personally did, or failed to do, which resulted in harm to you. Include also the names of other persons involved, dates, and places. Be as specific as possible. You may use additional paper if necessary):

I ATTACHED MY BRIEF SUPPORT OF PLAINTIFF INITIAL TITLE 42 LAWSUIT FURTHER NOTICE OF OMNIBUS MOTION

V. Relief: State briefly and exactly what you want the Court to do for you.

RELEASE OF LIEN; REPAIR ANY NEGATIVE CREDIT STATEMENTS; DISCHARGE THE ALLEDGED MORTGAGE; BRING FORTH THE ORIGINAL PROMISSORY NOTE (FRONT AND BACK); PERSONALLY FINE AND CHARGE EACH OFFICER OF PULASKI BANK STL (REEVES, DOUGLASS, MILANO, LOCKE \$100,000 EACH FOR A TOTAL OF \$400,000); TOTAL RETURN OF ALL PAYMENTS (\$146,000) PLUS INTEREST; OFFICERS TO ANSWER ALL INTERROGATIVES, EVERY QUESTION; FINAL REMEDY, PENALTY AND PUNATIVE DAMAGES TOTALING \$10,000,000.

VI. **MONEY DAMAGES:**

A) Do you claim either actual or punitive monetary damages for the acts alleged in this complaint?

YES ☒

NO ☐

B) If your answer to "A" is YES, state below the amount claimed and the reason or reasons you believe you are entitled to recover such money damages:

I WAS DEFRAUDED KNOWINGLY, INTENTIONALLY, AND PERSONALLY, AND DAMAGED MY FINANCIAL STABILITY AND CREDIT; MONEY DAMAGES \$10,000,000; TOTAL PAYMENTS RETURNED \$146,000

VII. Do you maintain that the wrongs alleged in the complaint are continuing to occur at the present time?

YES ☒

NO ☐

I declare under penalty of perjury that the foregoing is true and correct.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Plaintiff(s)

**United States District for the Eastern District of Missouri**

St. Louis County

**Alfred D. Harvey**

**Plaintiff** \_\_\_\_\_

**Case#** \_\_\_\_\_

vs.

**Pulaski Bank STL**

President of the Bank: W. Thomas Reeves 12300 Olive Blvd, St. Louis, MO 63141 (314-878-2210)

CEO: Gary Douglass, 12300 Olive Blvd., St. Louis, MO 63141 (314-878-2210)

Sr. VP of St. Louis Mortgage Loan Operations: Christopher Purcell 12300 Olive Blvd, St. Louis, MO 63141 (314-878-2210)

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**Brief Support of Plaintiff Initial Title 42 Lawsuit**

**Further Notice of Omnibus Motion**

*“Every person who under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, Suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia”*

**Issue:** Defendant and Plaintiff participated in contract and commercial activity in respect to a Negotiable Instrument

Note which is attached to a bond which is expressly governed by Federal law and the Uniform Commercial Code which are uniform statutory laws of all of the United States of America including the District of Columbia. Plaintiff makes the claim that the instrument/obligation became voidable when the Defendant participated in fraudulent and illegal activity violating the rules of the laws under which the note/instrument bond is expressly governed and also

violated their duty as officers sworn statutorily to Act within the parameters of the National Bank Act and other applicable statutes

#### **Summary of Issue:**

This case is a case of predatory lending and possible fraud. I, Alfred D. Harvey Jr. alleges that the corporation **Pulaski Bank STL** is not the holder of a note on my property. As they are not a holder of the note I, Alfred D. Harvey Jr. allege no obligation of debt. I, Alfred D. Harvey Jr. also allege that **Pulaski Bank STL** Directors participated in an unlawful scheme in regards to Banking practices. These matters are taken up in this case.

The issues include violations of Title 15 of the United States Code in regards to unlawful Debt Collection Practices.

#### **Summary II:**

**Pulaski Bank STL** and Alfred D. Harvey Jr. participated in contract and commercial activity in respect to a bond which is expressly governed by Federal law and the Uniform Commercial Code which are uniform statutory laws of all of the United States of America including the District of Columbia. I, Alfred D. Harvey Jr. make the claim that the instrument/obligation became voidable when **Pulaski Bank STL** participated in fraudulent and illegal activity violating the rules of the laws under which the bond is expressly governed and also violated their duty as officers sworn statutorily to Act within the parameters of the National Bank Act and other applicable statutes.

### **VERIFIED COMPLAINT**

#### **1) COMPLAINT**

**Pulaski Bank STL** and Directors are attempting to collect upon a debt by unlawful means through a security deed that has been rescinded under The Truth in Lending Act. **Pulaski Bank STL** converted the note into a draft by endorsement by one of their authorized representatives without the knowledge or consent of Alfred D. Harvey Jr, thereby altering ALFRED D. HARVEY JR'S capacity as the debtor to a surety on the contract which was not originally disclosed. In this matter **Pulaski Bank STL** and Associates mislead me, into believing that I, Alfred D. Harvey Jr., was the debtor when I, Alfred D. Harvey Jr. am actually the creditor and surety in fact. **Pulaski Bank STL** is currently trading my unregistered securities in my name without authority and without consent and are benefiting at my expense. **Pulaski Bank STL** and Associates concealed these

material facts through deceptive business practices and non-disclosure to me at closing of this investment scheme which qualifies for rescinding the contract.

- 2) The promissory note is a non-negotiable instrument and is represented as the property listed under the Security Deed and under trust law and when **Pulaski Bank STL** destroyed the promissory note they destroyed the trust property which now renders the security deed terminated for unlawful purposes. Meaning there is no valid contract between **Pulaski Bank STL** and Alfred D. Harvey Jr. in which Bank of America has no rights or claims to enforce any remedies under the terminated Security Deed. **Pulaski Bank STL** and Associates have made numerous claims through their actions to enforce a nonexistent security interest in a non-negotiable instrument that they have materially changed and converted into an investment security after securitization and converting ALFRED D. HARVEY JR. into the surety. **Pulaski Bank STL** and Associates are not lenders as they are claiming, but are pooling and servicing companies as well as loan sellers as evidenced by their United States Securities and Exchange Commission filings which show Alfred D. Harvey as a surety on the investment contracts and that **Pulaski Bank STL** is selling the payments they have induced the Plaintiff by fraud to pay as a debtor as the cash flow payment to these investors who have purchased these future payments as investments. This is a direct SEC violation on disclosure, fraud against investors and filing of fraudulent reports to the SEC which contradict the validity and true nature of the security. Bank of America pooling and servicing agreements will identify Alfred D. Harvey Jr. as the true lender and will also show that there are zero loans outstanding in the quarter in which the alleged loan was contracted.
- 3) **COUNT 1- FRAUD IN THE INDUCEMENT**  
**Pulaski Bank STL** use of deceit and trickery caused me to act to my disadvantage by signing an agreement and deeding away real property under a security deed that immediately became unlawful when they destroyed the original promissory note but not before they converted me from a debtor to a surety.
- 4) **COUNT 2-FRAUD IN FACT**  
**Pulaski Bank STL** concealed the fact that they were going to convert me to a surety on an investment contract and made a false representation that I, Alfred D. Harvey Jr. was a debtor and that I, Alfred D. Harvey Jr. received a loan and am responsible for its repayment with the intent to benefit from my ignorance.
- 5) **COUNT 3- MATERIAL MISREPRESENTATION**

**Pulaski Bank STL** and Associates deliberately hid and falsified material facts about the true nature of the loan agreements and concealed those material facts thereby depriving me the opportunity to abort the contract sooner than later.

Applicable Laws and Statutes

**Pursuant to Public Law at 42 Stat 13-15 as Original Intent of Congress primae facie code USC 42 section 1983, "Chapter XXII- an Act to enforce the Provisions of the Fourteenth Amendment to the Constitution of the United States, and for Other purposes" Civil Rights Protections**

**Public Law 62 Stat 932 positive law code 28 USC section 1343, Civil Rights Violations public Law Stat 934 positive law code 28USC section 1352, Bonds Executed under Federal Law Public Law 38 Stat 99-118 [National Banking Act] primae facie law code Title 12 Banks & Banking, 62 Stat 938 positive law code 28 USC 1442 Federal Officers Sued**

- 1.) The defendant for **Pulaski Bank STL** have basically made the claims that my allegations are frivolous, without merit, made to avoid foreclosure, and basically assertions making conclusions of law.
- 2.) I am answering their claims made on and basically notifying them that this case will require Discovery, a Rule 26 Hearing, The Taking of Dispositions, Request for Documents held by the Financial Institution, and various other Discovery request in order to prove the allegations.
- 3.) The issues of whether I have met the requirements of the Federal Rules of Civil Procedure made by the defendant are moot.
- 4.) I am only required to prove with sufficient evidence that the parties violated a federal right in their actions in contract with me.
- 5.) The United States Code and Statute from which it is written is very clear as it states the following, "Every person who under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, Suit in equity, or other proper proceeding for redress".
- 6.) The question then is have I provided evidence that there may be a breach by the President and Vice president of the Institutions in respect to a contract they entered into with me.
- 7.) In order to prove that I will need to implement the following actions in this Omnibus.

Motion to Compel Discovery



Motion to Produce Documents

Motion for a Jury Trial

**Motion to Compel Discovery**

8.) It is a fact of Statute by and through the Constitution and laws of the United States that the Said Directors of Both institutions have a Statutory oath to Support the Constitution and the Banking Statutes of the United States. In Particular the notice of the Registration of that Oath is listed at Public Law Volume 13 Stat 99- 118 38<sup>th</sup> Congress.

9.) Inside of the provisions of that statutes as I asserted in my previous and initial claims the Bank Directors have allowed for direct violations of their oath as a financial agent of the federal government. Those actions include: Extending a Mortgage agreement for beyond the prescribed statutory limit, not providing consideration in a said loan, or providing from an external source in violation of the original agreement (as Banks cannot loan capitol Stock or the Stock of their depositors according to the statute, failing to answer several freedom of information requests as well as failing to answer to challenges to the debt though they are required to by the Fair Debt Collections Practice Act, endorsing the Note/Bond after the initial transaction in order to receive funds through my signature, fraudulently acting as and assuming the legal position of a Lender when in fact they provided no consideration in the contract, transferring a loan after actions and notices of fraud had been made against the transaction in violation of Missouri State Law.

10.) Each and every one of the above claims I noted in my exhibits, through the notices I mailed them and now through this request for discovery.

11.) I request the oath of the Director **Pulaski Bank STL**, President W. Thomas Reeves & CEO Gary Douglass, The CFO Paul Milano and Pres Mortgage Lending: Matthew Locke to determine the exact language of their Statutory Oath as Directors of a National Bank that is registered with the Comptroller of Currency. I have attached a freedom of Information request for this information and upon order of the court will resubmit this information if needed in order to get the statutory oath.

12.) I demand that a Rule 26 Hearing be held to set-up an opportunity to ask the Directors of the institution the direct questions of the interrogatives that I mailed them exhibits which were included in my original complaint. I am requesting to take Depositions in order to determine whether or not they have specifically violated their statutory oaths and acted under color of authority in respect to the contract that their institution made with me

**Motion to Produce Documents**

- 13.) I am demanding a certified copy of the original Note/Bond Front and Back Copies.
- 14.) I am Demanding that if the parties are not in possession of the original note and if they know its whereabouts that they produce that information for the record so that freedom of information request can be made.

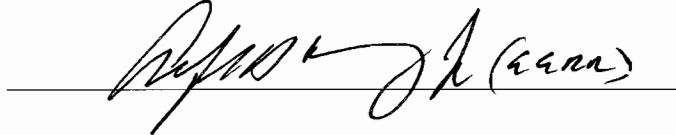
**Motion for a Jury Trail**

- 15.) I am demanding a jury trial in this case as I am entitled to such by right.  
Notice of Laws that Pertain Specifically to the Case
- 16.) I am reincorporating two aspects from my original complaint.
- 17.) The first is the case law that pertains to the priority of statutes over the United States Code.
- 18.) This is an important aspect to my case because title 12 of Banks and Banking is not considered positive law.
- 19.) The courts of every district in the federal jurisdiction including the Supreme Court have consistently stated that the Statutes of the United States hold precedent over the United States Code and when left to interpretation it is the Statutes that hold authority. This is important because it is the Statutes that govern the actions of the aforementioned directors that prove their color of authority actions
- 20.) Also I am reincorporating for the judges review aspects of Public Law Volume 13 Stat99- 118 38<sup>th</sup> Congress that will support my allegations as not in violation of the Federal Rules of Civil Procedure at Rules 8, 9, & 10 as the Defendant probably will try to assert.
- 21.) It is clear that the defendant refused to answer to any of my initial claims and instead sent me letters that had nothing to do with addressing any of the points of the points of law or allegations made.
- 22.) It is more than obvious after initial research from the statutes that the Bank directors mentioned herein have a statutory obligation. The question herein is whether they violated that statutory obligation and acted under color of authority and prohibited me from a federal right, privilege or immunity that I am guaranteed under Statute and under title 42 section 1983 of the United States Code as expressed in the Statute that governs the activity of the Bank Directors, loans from their institutions, and interactions with bonds and mortgages with Citizens

Remedy Request

- 23.) I am requesting that the court grant me the Motion to Compel Discovery
- 24.) I am requesting that the court demand the production of the Documents listed herein
- 25.) I am requesting that the court grant me a jury trial
- 26.) I am requesting that the court grant me all of the relief in this omnibus Motion and any further relief that it sees fit.
- 27.) All former arguments of the initial complaint are herein incorporated

"I, Alfred D. Harvey Jr. declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "Alfred D. Harvey Jr.", is written over a solid horizontal line. The signature is stylized and cursive.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

**United States District for the Eastern District of Missouri**

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**Plaintiff**

**Case#** \_\_\_\_\_

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**Issue:** Defendant and Plaintiff participated in contract and commercial activity in respect to a Negotiable Instrument

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### **Summary of Issue:**

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- 27.) All former arguments of the initial complaint are herein incorporated

"I: Alfred D. Harvey Jr. declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]